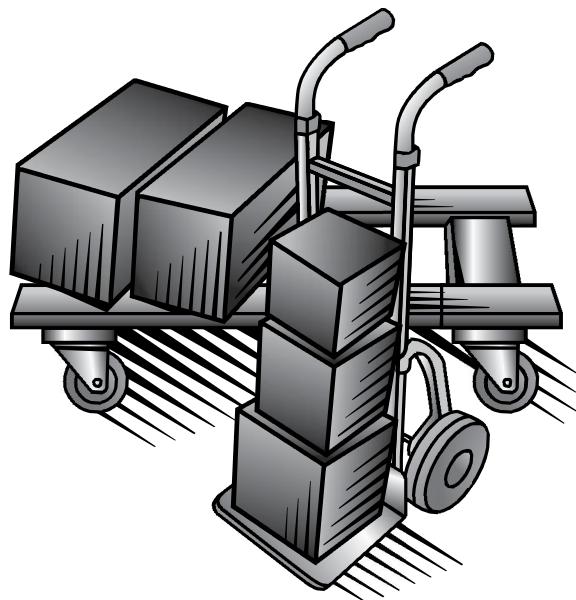


# *Moving* in Missouri

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Motor Carrier Services



Missouri Department of Transportation

## ***So You're Moving Within Missouri***

Here is the specific information that you need to know, the questions you should ask, and some unknowns that you can't afford to learn the hard way. So, take the easy route if you are moving from one place in Missouri to another place in Missouri, and use this guide as a source. Please note, however, if you are moving from Missouri to another state, or entirely within a commercial zone within Missouri (see Important Terms Section), this brochure may not apply.

### ***Do Your Homework***

The most significant thing you will decide when moving is who to trust with all of your worldly possessions. Here are some important things to remember when deciding on a mover:

- Start looking into movers at least 4-6 weeks before your move.
- Make sure the mover can lawfully move your goods. Call Missouri Department of Transportation (MoDOT) Motor Carrier Services (866) 831-6277 or (573) 751-7100 or visit [www.modot.org/mcs](http://www.modot.org/mcs) and ask if the company has authority and insurance to operate. If it does not, and your goods are lost, stolen or damaged, resolution of your claim may be more difficult.
- Find out who the reputable movers are. Ask your friends, the Better Business Bureau, the Chamber of Commerce, The Missouri Movers Assn. (877-328-8804), or the Attorney General's Consumer Protection Hotline (800-392-8222).
- Drive by and check out their facilities.
- Get more than one estimate on the cost of your move. Estimates are free in the State of Missouri. It's smart to compare prices and services offered by several reputable movers, before hiring a carrier.

### ***Determining the Cost***

When getting an estimate, show the mover EVERYTHING you will be moving and tell your mover EVERYTHING that you know about the move. Moving charges are determined by several factors, such as: total mileage, total weight, packing and unpacking, flight charges (for up and down stairs), elevator charges, long carry charges, storage costs (if you are not there at delivery time), having to shuttle in goods with a smaller truck (if your road is steep or narrow for instance), and any other special services. Ask your mover how the company determined your estimate, and if there are any anticipated charges that have not been accounted for.

There are two types of estimates: binding and non-binding. While moving companies are not required to give binding estimates, they are recommended.

A binding estimate is a contract that is good for 30 days. The mover must charge for the actual cost of the move or the binding estimate, whichever is

less. However, if you have unforeseen costs, not covered in the binding estimate, such as extra stair carry, the mover has the right to add these charges to your bill.

Unlike a binding estimate, a non-binding estimate is NOT a contract or a bid. It is simply a written statement of the estimated cost for your move. It does not guarantee the cost of the move. The actual cost could be much higher.

Neither type of estimate is valid if you make changes to the original estimate (such as date, location, or amount of goods moved). It is your responsibility to notify the mover of these types of changes so that they can write a new estimate. Additionally, if your move changes and crosses a state line, the cost could significantly increase.

Because much of the cost is based on the weight of your goods, you have the right to view the weighing at no cost. Coordinate with your mover prior to the day of the move. If you ask for a reweigh, it may cost up to \$20.

### ***What is a Bill of Lading?***

This is part of your contract with the mover. Movers are required to issue and provide to the shipper a bill of lading, which describes the property that the carrier has received for transportation, and other details concerning the household goods shipment. Do NOT hire a mover without asking to see a sample of one and reading all of the terms. You should sign the bill of lading before the mover begins any services.

MoDOT rules require the bill of lading to contain, at a minimum, the following information:

1. Name, address and phone number of the carrier or carrier's agent;
2. Carrier's MoDOT certificate number and bill of lading number;
3. Shipper's name, address and phone number (if any);
4. Consignee's (receiver's) name, address and phone number (if any);
5. Shipper notification instructions (if any);
6. Agreed pick-up and delivery dates (if any);
7. Information concerning gross, tare and net weights;
8. Information concerning containers, packing and unpacking;
9. All special services requested by shipper;
10. Information concerning additional services performed;
11. Valuation information;
12. Information concerning estimated charges (if an estimate was made);
13. An itemized statement of all charges, payments and balance due (if any);
14. Total amount required to be paid upon delivery of shipment; and
15. Signature of both shipper and carrier or his/her agent.

## ***Take Inventory***

An inventory is a record of the items that are being moved and what condition they are in when they are packed or loaded on the van. Movers are required by law to offer to prepare a descriptive inventory of your goods. Movers must prepare a descriptive inventory if any of the following conditions arise:

1. They are mixing your goods with someone else's on the same truck; or
2. They are moving your goods to a warehouse for storage, or
3. You have asked for an inventory or the carrier wants one, or
4. Your contract, the Bill of Lading, requires an inventory.

Any inventory must be made, with each page dated and signed by the carrier's agent and you or your agent at the point of origin of the shipment. You must be given a copy at that time. If the carrier is not required to make an inventory as above, you should make your own.

A good inventory is a list of each item of furniture/appliance and the general contents of each box and every item's condition upon packing. Please note that the mover may not be responsible for damage to items in boxes you pack. List valuable items separately. You are required to notify your mover of valuable items and hazardous materials, and the mover has the right to refuse service for any such item. It is strongly suggested that you move jewelry, sentimental items, medicines, weapons, important papers, heirlooms or other valuables yourself.

## ***Delivery***

Be at the destination site at the agreed upon time of delivery. If you are not, and the delivery cannot be made, the mover has the right to place your goods into storage at your expense.

Usually, payment is due prior to unloading. Please note that movers are not required to accept certain types of payment, so ask ahead of time what forms of payment your mover will accept.

It is recommended that you open any damaged boxes and boxes with valuable items or breakables in view of your mover. Do so before the job is finished, or the mover can charge you for the wait. Make a very specific note of any damages on the inventory or the delivery receipt before you sign it.

## ***Handling Loss and Damage***

If your goods are lost or damaged, you have 9 months to make a claim in writing to the mover. However, it is recommended that you make any claims as soon as possible after the move. The mover then has 30 days to acknowledge your claim and 90 additional days to offer a settlement. If the claim is not resolvable, you may file suit against the mover in a civil court.

Your claim is largely affected by the type of liability that you choose (see next section).

## ***Liability for Loss and Damage***

All moving companies are required to assume some level of liability (called valuation) for your goods if they should be lost or damaged. However, it is up to you to decide what level of valuation you want to protect your goods. You also have the right to purchase insurance through an insurance company or agent if you so desire.

There are four types of valuation. To illustrate how each type works, assume that you own a five-year old television with a ten-year life expectancy that you paid \$1000 for new. Each definition includes about how much you would be compensated if such an item were damaged.

\*If after reading the following options you would like additional coverage, contact your personal insurance agent.

### **Type 1: \$ 0.60 Per Pound**

This is the most basic level of liability. Your mover is required to offer you this level of valuation free of charge. Under this option, the mover pays \$.60 per each pound of the item that has been damaged.

EXAMPLE: If your \$1000 television weighed 50 pounds, you would receive \$30.

### **Type 2: Basic Depreciated Value**

(Formula Determined Maximum)

Under this option, the carrier's liability for your shipment is based on the total weight of the shipment times \$1.25 per pound. For example, a 4,000-lb. shipment would have a \$5,000 maximum liability. You will be charged \$ 0.82 for every \$100 of liability that the mover assumes. In the above example, you would pay \$41.00 for this service. Under this option, your claim is based on the depreciated value of each item damaged while in the carrier's possession, but the carrier's liability is limited to the maximum liability, as described above.

EXAMPLE: Because your television is 5 years old, or halfway through its expected life, its depreciated value would only be about \$500 or half of the cost to replace the item.

### **Type 3: Expanded Depreciated Value**

(Owner Declared Maximum)

If your goods are worth more than \$1.25 per pound, you may declare a specific dollar value of your shipment. This option would allow you to claim more losses/damages than type 2 would allow, if most or all of your shipment is lost or damaged. Like type 2, you will be charged for this service at \$ 0.82 for each \$100 of the mover's liability. Also, your individual claims are still determined by their depreciated values.

EXAMPLE: Same as type 2, except you may pay for a higher shipment value that would allow you to recover more than \$5000 if most or all of your shipment was lost or damaged, subject to depreciation.

#### **Type 4: Non-Depreciated Value**

Under this option the mover is liable for your goods at \$3.50 per pound or at a higher value that you declare, without any deduction for depreciation. For example, if you have a 4,000-lb. shipment, a mover would be liable for damages up to a maximum value of \$14,000. Or, if you feel your goods are worth more than \$14,000, you can declare a higher amount. You are then charged up to \$1.03 per each \$100 of the mover's liability. If you elect to purchase this type of valuation, articles that are lost and/or damaged will either be repaired, replaced, or you will receive a cash settlement for the item's current market value regardless of the item's age.

EXAMPLE: The mover would either repair your television to your satisfaction, replace it with an equivalent, or give you the amount of money it would cost to replace it (up to the limit of the declared value).

### ***Important Terms You May Encounter Along The Way***

**Accessorial (Additional) Services** – Services such as packing, appliance servicing, carrying a piano up stairs, or unpacking that you request to be performed (or are necessary because of landlord requirements or other special circumstances). Charges for these services are in addition to the transportation charges.

**Advanced Charges** – charges performed by a professional, craftsman or other third party, at your request. The charges for these services are paid for by the mover and added to your bill of lading charges at no extra cost. For example, specialized packing of a pool table.

**Agent** – a local moving company authorized to act on behalf of a larger, national company.

**Appliance Service** – preparation of major electrical appliances to make them safe for shipment.

**Bill of Lading** – A list issued by a common carrier of household goods, and provided to the shipper before the move, which describes the property that the motor carrier has received for transportation from the shipper, and other details concerning the household goods shipment. (For more information, see above discussion of "What is a Bill of Lading?")

**Commercial Zone** – a zone in and at least two miles around every incorporated city within which movers can operate without authority from the State. In this area, movers are not subject to many of the rules in this brochure including fees and services.

**Exclusive Use** – guarantee that your household goods will be the only ones on the moving truck. The mover can charge an extra fee for this service.

**Expedited Service** – a specific delivery date that you and the mover agree to, whereby the mover can charge for up to 5,000 lbs., even if the actual weight of your goods is less. If the goods are not delivered on the agreed to date, the mover may only charge you for the actual weight.

**Flight Service** - an extra charge for carrying items up or down flights of stairs. Flights inside a building are defined as steps from one floor to the next floor or story. Flight service charges do not apply within a single-family dwelling. Outside Flights consist of 8 steps to 20 steps. Outside flight service charges do not apply for less than 8 steps.

**Hourly Rates** – some movers have the ability to charge by the hour if the origin and destination of your move are both within 25 miles of the moving company.

**Linehaul charges** – charges for the vehicle transportation portion of your move. These charges apply in addition to the additional service charges.

**Long Carry** – an added charge for carrying articles excessive distances between the mover's vehicle and your residence. Long carry is not charged for any pickup or delivery of 75 feet or less between the vehicle and the door of the dwelling or detached building. There is an additional charge for each additional 50 feet of carriage over the 75 feet.

**Payment** – charges may be paid in cash, certified check, credit card or money order, except where other arrangements have been made between the parties prior to delivery. Only charges and payments authorized in the tariff may be included.

**Pickup or Delivery** – the movers' basic charges generally apply to one pick up and loading at the point of origin and one delivery at one destination. Additional charges may apply for additional pick ups or additional deliveries.

**Shuttle Service** – use of a smaller vehicle to provide service to residences that are not accessible to the mover's normal, larger linehaul equipment.

**Space Reservation** – guarantee for a specific amount of space on the moving truck. The mover can charge a fee for this service.

**Storage-in-Transit (SIT)** – temporary warehouse storage of your shipment (for example, if your new home is not ready to occupy). You must specifically request storage-in-transit service, which may not exceed a total of 60 days of storage. Separate transportation charges apply for each time your goods are moved between the storage-in-transit warehouse and your residence.

**Warehouse Handling** – an additional charge applicable each time storage-in-transit service is provided. This charge compensates the mover for the physical placement and removal of items within the warehouse.

**Tariff** – the mover's required, published list of rules, regulations, rates and charges for the performance of Missouri intrastate moving services. Customers may look at the carrier's tariff schedules at the carrier's place of business, or may contact MoDOT Motor Carrier Services to review a copy of a licensed mover's tariff schedules.

**Valuation** – potential compensation value for the items that are damaged or lost.



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